

GENERAL TERMS AND CONDITIONS 2016:

Insofar as they are effectively agreed upon, these terms and conditions shall constitute a component of the travel contract entered into between the customer and A-ROSA Flussschiff GmbH. They are supplementary to the legal provisions set out in Sections 651a - m of the German Civil Code (BGB) and fulfil the information provision requirements for tour operators under Sections 4-11 of the German Civil Code Ordinance on the Duty to Provide Information and Proof (BGB-InfoV).

1. Conclusion of the travel contract / Travellers' obligations

1.1. The following provisions shall apply to all booking channels:

a) This offer is based on the cruise advertisement and the supplementary information provided by the tour operator for the respective cruise to the extent it is available to the customer at the time of booking.

b) The customer is responsible for all contractual obligations of the persons for whom he/she makes the booking as for his/her own to the extent he/she has assumed this obligation by making an express and separate declaration.

c) If the content of the booking acceptance declaration from the tour operator differs from the content of the booking, it shall be deemed a new offer from the tour operator that shall be binding for a period of 10 days. The contract shall be formed on the basis of this new offer if the customer declares his/her acceptance to the tour operator through an express declaration or a down payment within the period designated as binding.

d) If an optional booking is made, the planned cruise will be reserved for the duration of 3 working days. After this time, the option will automatically become a confirmed booking. Within this period, the customer may rebook the reservation to another cruise date or route or cancel the optional booking free of charge.

1.2. Bookings made orally, by phone, in writing, by e-mail or by fax are subject to the following provisions:

a) By making a booking (registering for travel) the customer offers the conclusion of the travel contract to the tour operator with binding effect.

b) The contract shall be formed when the booking confirmation (declaration of acceptance) of the tour operator is received. It does not require any particular form. Upon or immediately after the conclusion of the contract, the tour operator shall send the customer a confirmation of the cruise booking in written or electronic form.

1.3. With regard to e-commerce bookings (e.g. on the internet) the conclusion of contracts is subject to the following provisions:

a) The booking process is explained to the customer on the respective website.

b) The customer will have the option to correct his/her entries or delete or reset the entire online booking form, and the use of this option will be explained.

c) The website will list the languages of contract that are offered for making the online booking.

d) If the text of the contract is kept by the tour operator, the customer will be informed about this and about his/her option to access the text of the contract at a later time.

e) By clicking on "Book" (book with binding obligation to pay) the customer offers the tour operator the conclusion of the travel contract with binding effect.

f) The customer will receive an electronic confirmation stating that his/her booking (registration for travel) was received without undue delay (acknowledgement of receipt).

g) The fact that the booking (registration for travel) is transmitted by clicking on "Book" (book with binding obligation to pay) does not give rise to a claim by the customer that a travel contract will be formed according to his/her booking (registration for travel). The contract is formed by the customer receiving the booking confirmation of the tour operator which does not require a specific form and can be given by phone, e-mail, fax or in writing.

h) If the website confirms the booking immediately after the customer clicked on "Book" (book with binding obligation to pay) by displaying a respective immediate booking confirmation on the screen, the travel contract is formed when this booking confirmation is displayed and an interim notification regarding the receipt of his/her booking is not required. In this event, the customer will be offered the option to save and print the booking confirmation. However, the binding effect of the travel contract does not depend on the customer actually making use of these options to save or print it.

2. Payment

2.1. A-ROSA Flussschiff GmbH is only permitted to demand or accept payments for the travel price before the end of the cruise if a risk coverage certificate has been issued to the customer. After conclusion of the contract and issue of the risk coverage certificate, a part payment amounting to 25% of the travel price shall be due for payment. Depending on the method of payment selected by the customer, A-ROSA Flussschiff GmbH may charge a transaction fee for payments of the cruise fare in the amount of 1%, but for end customers this may not exceed € 30.00 per transaction payment. The guest will be informed of the amount of the transaction fee before and during the booking process.

The outstanding amount shall fall due 30 days before the start of the cruise insofar as the risk coverage certificate has been issued and the cruise can no longer be cancelled for the reasons set out in 5.2. When the part payment has been made, the full premium for an insurance policy brokered by A-ROSA Flussschiff GmbH shall fall due.

2.2. If the customer has not made the part payment and/or the outstanding payment by the agreed due dates, A-ROSA Flussschiff GmbH shall be entitled, after issuing a reminder and setting a final deadline, to cancel the travel contract and charge the customer cancellation costs as set out in 7.2 sentence 2 to 7.5.

2.3. After full payment for the cruise, but no earlier than three weeks before the start of the cruise, the customer will be issued with his travel documents.

3. Services and Prices

3.1. The scope of the services, which A-ROSA Flussschiff GmbH is obliged to perform, is set out in the contents of the booking confirmation in association with the catalogue or cruise description valid at the time of the cruise, subject to all the information and explanations contained therein, including any individual agreements.

3.2. Connecting journeys by train/coach/plane must be organised and booked by the customer himself. Upon request, A-ROSA Flussschiff GmbH is prepared to act as an agent for arranging such connecting journeys.

3.3. Any concessions arising from the age of the customer shall be based on the customer's age on the date of the start of the cruise.

4. Changes to Services and Prices

4.1. Deviations to substantial travel services concerning the agreed content of the travel contract which were not caused by the tour operator against good faith and which become necessary after the conclusion of the contract shall be permitted only if the changes are not of major significance and do not impair the overall nature of the cruise booked. Changes include, for example, transfer to a structurally identical ship belonging to the same shipping company, alterations to departure times and/or routes on river cruises as a result of unforeseeable high or low water levels (for safety or weather reasons), parts of the route being completely or partly cancelled or being covered by other means of transport, and in excursion programmes being cancelled or altered; in exceptional cases overnight stays in hotels may be necessary.

4.2. Any warranty claims shall remain unaffected insofar as the changed services are deficient. A-ROSA Flussschiff GmbH is obliged to inform the customer about substantial changes to services without delay after having received knowledge of the reason for the change. In the event of a substantial change to an integral travel service, the customer shall be entitled to cancel the travel contract without charge or to demand participation in a cruise of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a cruise without additional charge from among those it has on offer. The customer must contact A-ROSA Flussschiff GmbH to assert these rights without delay after A-ROSA Flussschiff GmbH has provided information about the change to the travel service or the cancellation of the cruise.

4.3. If the carriage costs, in particular fuel costs, increase in relation to those which existed at the time of the conclusion of the travel contract, A-ROSA Flussschiff GmbH will increase the price of the cruise in accordance with the following calculation:

a) In the case of an increase relating to an individual seat, A-ROSA Flussschiff GmbH may demand an increased amount from the customer.

b) In other cases, the additional amount demanded by the transport company per means of transport will be divided by the number of seats on the agreed means of transport.

A-ROSA Flussschiff GmbH may demand from the customer the increased amount for an individual seat calculated in this way.

4.4. If charges such as port or airport fees which existed at the time the contract was concluded are increased to the detriment of A-ROSA Flussschiff GmbH, the price of the cruise may be increased by a corresponding proportional amount.

4.5. Such increases shall only be permissible insofar as the period between the conclusion of the contract and the agreed date of the cruise is longer than four months and the circumstances leading to the increase had not occurred before the contract was concluded and were unforeseeable for A-ROSA Flussschiff GmbH at the time the contract was concluded. In the event of a later change to the price of the cruise, the tour operator must inform the traveller without delay. Price increases after the 20th day before the start of the cruise shall be invalid.

If the price increases by more than 5 %, the traveller shall have the right to cancel the contract without charge or demand participation in a cruise of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a cruise without additional charge from among those it has on offer. After being informed by A-ROSA Flussschiff GmbH about the price increase, the customer shall be obliged to assert this right without delay.

5. Cancellation by A-ROSA Flussschiff GmbH and cancellation of the contract owing to the minimum number of participants not being reached

5.1. A-ROSA Flussschiff GmbH may cancel the travel contract without notice if, despite warnings from A-ROSA Flussschiff GmbH, the traveller continually causes disturbances or behaves in violation of the contract to such a degree that the immediate cancellation of the contract is justified.

If A-ROSA Flussschiff GmbH cancels the contract, it retains its claim to the travel price; it must, however, take into account the value of any savings in expenses as well as any benefits that may accrue through alternative utilisation of services not utilised by the person concerned, including any amounts refunded by the respective service providers. In these cases, the staff employed by A-ROSA Flussschiff GmbH and the ship's crew are explicitly authorised to protect the interests of A-ROSA Flussschiff GmbH.

5.2. If the minimum number of participants (110 persons) specified in the cruise offer is not reached, A-ROSA Flussschiff GmbH may cancel the travel contract up to 35 days prior to the starting date of the cruise. A-ROSA Flussschiff GmbH is obliged to inform the traveller that the precondition for the cancellation of the cruise has been met as soon as this situation arises and to send him the cancellation declaration without delay. If the cruise does not take place for this reason, any payments made by the customer towards the cost of the cruise will be refunded without delay.

6. Baggage and animals on board vessels operated by A-ROSA Flussschiff GmbH

Baggage must contain only items for passengers' personal use. In particular, travellers are not permitted to bring drugs, weapons, ammunition or explosive/flammable substances onto the riverboats. In accordance with international agreements, any drug offences will be reported to the local authorities. Animals are not permitted to be taken on board A-ROSA riverboats.

7. Cancellation by the customer before the start of the cruise / cancellation costs

7.1. The customer may cancel the cruise at any time before departure. The cancellation shall be declared to the tour operator. The customer is urgently recommended, in his own interests and for purposes of furnishing proof, to make any cancellation declaration in writing.

7.2. If the customer cancels before the start of the cruise or does not begin the cruise, A-ROSA Flussschiff GmbH loses its claim to the travel price. In lieu of this, A-ROSA Flussschiff GmbH may, insofar as the cancellation is not its responsibility or the result of force majeure, demand reasonable compensation for the travel preparations effected and for expenses incurred up to the date of the cancellation in proportion to the respective travel price. In the event of cancellation by the customer, a percentage rate of compensation for travel preparations effected and expenses incurred shall become payable, the amount of which depends on the date when the cancellation declaration is received. We therefore recommend that any cancellation declaration be made in writing.

The percentage rate of compensation is calculated as follows:

a) Standard rate: A-ROSA Premium all-inclusive rates

- up to 31 days before departure 25 %
- 30 days or less before departure 40 %
- 24 days or less before departure 50 %
- 17 days or less before departure 60 %
- 10 days or less before departure 80 %
- 3 days before departure until the day of departure or cancellation on the day of arrival or no-show 90 %

b) Special rate: A-ROSA Classic prices

- up to 31 days before departure 35 %
- 30 days or less before departure 50 %
- 24 days or less before departure 60 %
- 17 days or less before departure 75 %
- 10 days or less before departure 85 %
- 3 days before departure until the day of departure or no-show 90 %

c) For additional themed packages with a separate booking code, such as wellness packages, and also for arrival and departure arrangements and extended stays in hotels, the standard rate shall apply (7.2.a.).

7.3. Up to the commencement of the cruise the traveller may demand that a third person enter into the rights and obligations arising from the travel contract in his place.

A-ROSA Flussschiff GmbH may refuse to accept substitution by the third party if he or she does not satisfy the specific travel requirements or if statutory provisions or administrative orders stand in the way of his or her participation. If a third party enters into the contract, that person and the traveller shall be jointly and severally liable to A-ROSA Flussschiff GmbH in respect of the travel price and any additional costs arising from such substitution. For the substitution of a passenger A-ROSA Flussschiff GmbH will charge an additional fee of € 50.00 per person for the cruise only. Costs arising from the substitution in respect of any additional services that may have been booked (flights etc) will be charged in full to the person making the booking.

7.4. A-ROSA Flussschiff GmbH reserves the right to demand higher, individually calculated compensation in place of the above standard rates insofar as A-ROSA Flussschiff GmbH can prove that it has incurred significantly higher expenses than the applicable standard rate. In this case A-ROSA Flussschiff GmbH is obliged to specifically quantify and prove the amount of compensation demanded, taking into account the expenses saved and the possible alternative utilization of the travel services.

7.5. In either case the customer is at liberty to prove to

A-ROSA Flussschiff GmbH that it has incurred no loss or a significantly lower loss than the standard rate charged.

8. Changes to bookings

After conclusion of the contract, the customer does not have any entitlement to changes in respect of the date of the cruise, the destination, the place of departure, the accommodation or the means of transport (changes to bookings). If any changes to the booking are nevertheless made at the request of the customer, A-ROSA Flussschiff GmbH is entitled to make a charge per traveller for changes to the bookings within the periods set out below. This charge is as follows:

8.1. Changes to bookings up to 30 days before departure For changes to bookings up to 30 days before the start of the cruise, the following shall apply:

a) Bookings in the price category A-ROSA Premium all-inclusive: first change in booking per person free of charge, for each additional change € 25.00 per person if the change to the booking is made within A-ROSA Premium all-inclusive and it is a firm booking.

For changes of bookings from A-ROSA Premium all-inclusive to A-ROSA Classic, the charge is € 150.00 per person.

b) Bookings in the price category A-ROSA Classic: € 200.00 per person if the change to the booking is made within A-ROSA Classic and it is a firm booking.

c) Flight-inclusive bookings: For changes to flight-inclusive bookings the charge specified in 8.1. a)–c) will be increased by € 80.00 per person.

8.2. Changes to bookings less than 30 days before the start of the cruise

Any desired changes to the bookings by the client which are requested 29 or fewer days before departure can be made, to the extent that they are possible at all, only after the customer has withdrawn from the travel contract under the existing conditions and simultaneously made a new booking. This shall not apply to changes to bookings that give rise to only minor costs.

8.3. Standard charges for administration, cancellation and changes to bookings fall due immediately.

9. Unused services

If the traveller does not utilise certain travel services that have been offered in the proper way owing to reasons which are his own responsibility (e.g. his leaving the cruise prematurely or other compelling reasons), he shall not be entitled to claim a refund of a proportional amount of the travel price. A-ROSA Flussschiff GmbH will seek to obtain a refund of the expenses saved by the service provider. This obligation shall not apply if the services in question are of negligible significance.

10. The traveller's obligation to provide assistance

10.1. Travel documents

The customer must inform A-ROSA Flussschiff GmbH if he does not receive the necessary travel documents (e.g. flight tickets, hotel vouchers) within the period of time set by A-ROSA Flussschiff GmbH.

10.2 Notification of impaired performance

If the cruise is not executed in compliance with the contract, the traveller may demand redress. If the traveller culpably fails to notify A-ROSA Flussschiff GmbH of any deficiencies, the travel price will not be reduced. This shall only not apply if such notification evidently has no prospect of success or is not feasible for other reasons. The traveller is obliged to notify the tour guide on site about the deficiency without delay. If there is no tour guide at the holiday destination, any deficiencies in the cruise must be reported to A-ROSA Flussschiff GmbH at its headquarters. The information on how the tour guide and/or A-ROSA Flussschiff GmbH can be contacted will be given in the specification of services provided or, at the latest, along with his travel documents. The tour guide is authorised to take steps to remedy the situation, if possible. However, he or she is not authorised to recognise the customer's claims.

10.3. Notification period prior to cancellation

If the customer/traveller wishes to cancel the travel contract owing to a deficiency of the type set out in Section 615c of the German Civil Code (BGB) pursuant to Section 615e BGB or for an important reason evident to A-ROSA Flussschiff GmbH on account of unacceptability, he must allow A-ROSA Flussschiff GmbH a reasonable time period for taking remedial action. This shall only not apply if remedial action is impossible or A-ROSA Flussschiff GmbH refuses to take such action or if the immediate cancellation of the contract is justified in view of a special interest of the customer/ traveller that is evident to A-ROSA Flussschiff GmbH.

10.4. Damage to and late arrival of baggage

In the event of damage to or late delivery of baggage from flights, A-ROSA Flussschiff GmbH urgently recommends that the customer notify the relevant airline immediately at the airport by submitting a Property Irregularity Report (P. I. R.). Airlines generally refuse to make refunds if such a P.I.R. has not been submitted. Where baggage has been damaged, the P.I.R. must be submitted within seven days after receipt of the baggage and in the case of late arrival within 21 days. In addition, the loss, damage or misdirection of baggage must be reported to the tour guide or the local representative of A-ROSA Flussschiff GmbH.

11. Limitation of liability

11.1. The contractual liability of A-ROSA Flussschiff GmbH for loss or damage, that does not result in bodily injury, loss of life or injury to health, is limited to three times the amount of the travel price,

a) to the extent that the loss or damage incurred by the traveller is attributable neither to wilful conduct nor to gross negligence, or

b) to the extent that A-ROSA Flussschiff GmbH is responsible for the loss or damage incurred by the traveller only through the fault of a service provider. Any claims above this amount under the Montreal Convention and accordingly the Aviation Act shall not be affected by this limitation.

11.2. A-ROSA Flussschiff GmbH is not liable for impairments of performance, personal injury or property damage in connection with services for which it has merely acted as an agent (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to the place of departure and destination) if these services are explicitly specified in the cruise advertisement and the booking confirmation as external services, citing the contractual partner, in such a way that the traveller has been clearly informed that these services are not within the scope of the services provided by A-ROSA Flussschiff GmbH. However, A-ROSA Flussschiff GmbH is liable

a) for services which include transportation of the traveller from the specified place of departure to the specified destination, interim transportation during the cruise and accommodation during the cruise, or

b) if and to the extent that the loss or damage incurred by the traveller is attributable to A-ROSA Flussschiff GmbH's violation of its obligations in respect of information, explanation or organisation.

11.3. Insofar as A-ROSA Flussschiff GmbH is the contractual or performing carrier as regards the cruise, or is deemed to be such in accordance with statutory provisions, A-ROSA Flussschiff GmbH is liable in the case of compensation claims for personal injury or damage to baggage under specific statutory regulations (in particular the German Commercial Code [HGB] and the appendix to Section 664 HGB and the Inland Navigation Act).

12. Assertion of claims: Addressee, time limit, statute of limitations

12.1. Claims under Sections 651c to f BGB must be filed by the customer within one month after the contractually agreed cruise completion date.

12.2. The time limit starts with the first day after the contractually agreed cruise completion date. In case the last day of the time limit is going to be a Saturday, Sunday or a public holiday, the time limit will be extended to the next official business day.

12.3. Claims against A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany may only be filed within the said time period.

12.4. After the expiry of this period, the customer/traveller may only file claims if he has been prevented from adhering to the time limit by circumstances that were beyond his control.

12.5. The time limit in 12.1 also applies to the notification of damage to baggage or delays in delivering baggage in connection with flights as set out in 10.4. if warranty rights arising from Section 651 c subsection 3, 651 d, 651 e subsections 3 and 4 of the German Civil Code are claimed. Claims for damages must be reported within 7 days in case of damaged baggage. Claims for damages due to late arrival of the baggage must be made within 21 days after delivery.

13. Passport, Visa and Health regulations

13.1 Every traveller on A-ROSA river cruise liners must carry a valid identity card. All children (from the time of their birth) must have their own travel document for travel abroad (see Entry Regulations on page 36).

13.2. The tour operator will inform nationals of Member States of the European Community in which the cruise is offered about the relevant passport, visa and health regulations before the contract is concluded and about any changes to these regulations before departure.

For nationals of other states the appropriate consulate will provide information.

In providing this information, it is assumed that there are no peculiarities relating to the person of the customer and any fellow travellers (e.g. dual citizenship, statelessness).

13.3. A-ROSA Flussschiff GmbH will inform the customer about any changes to the regulations set out in the cruise description before the contract is concluded.

13.4. The customer is responsible for obtaining and carrying the officially required travel documents, for any necessary vaccinations and for adherence to customs and foreign currency regulations. Any disadvantages which arise as a result of non-adherence to these regulations, e.g. the payment of cancellation costs, will be charged to the customer. This does not apply if the tour operator failed to provide information or the information provided was insufficient or incorrect.

13.5. A-ROSA Flussschiff GmbH is not liable for the timely issue and delivery of any necessary visas by the respective diplomatic mission if the customer has requested the tour operator to obtain such visas unless it has culpably violated its own obligations.

14. Statute of limitations

14.1. Customers'/travellers' claims under Sections 651c to f BGB on account of damage to life, body or health which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH shall be statute-barred after two years.

This also applies to claims for compensation in respect of other loss or damage which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH.

14.2. All other claims under Sections 651c to f BGB shall be statute-barred after one year.

14.3. The limitation period in 14.1. and 14.2. begins on the day following the contractually agreed cruise conclusion date. In case the last day of the limitation period is going to be a Saturday, Sunday or a public holiday, the time limit will be extended to the next official business day.

14.4. If legal proceedings are pending between the customer/traveller and A-ROSA Flussschiff GmbH concerning the claim or the circumstances on which the claim is based, the limitation period shall be suspended until the customer/traveller or A-ROSA Flussschiff GmbH refuses to continue the proceedings. The limitation period begins no earlier than three months after the end of the suspension.

15. Duty to provide information about the identity of the performing airline

The EU directive concerning the information of flight passengers about the identity of the performing airline obliges A-ROSA Flussschiff GmbH to inform the customer at the time of booking about the identity of the performing airlines with regard to all flight services in connection with the cruise booked. If the performing airline has not been decided upon at the time of booking, A-ROSA Flussschiff GmbH is obliged to inform the customer about the airline or airlines which will probably perform the flight. As soon as

A-ROSA Flussschiff GmbH knows which airline will perform the flight, it must inform the customer. If the airline that the customer has been told will perform the flight changes,

A-ROSA Flussschiff GmbH must inform the customer about this change. It must immediately take all reasonable steps to ensure that the customer is informed as quickly as possible about the change. The list of airlines banned within the EU ("Black List") can be viewed at the following internet page: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm.

Notice regarding the termination due to force majeure

For cancellation of the travel contract we relegate to the legal provision in the German Civil Code, which reads as follows:

"§ 651j:

(1) If the travel package is substantially obstructed, jeopardised or impaired as the result of force majeure not foreseeable when the contract was entered into, then both the travel organiser and the traveller may terminate the contract merely under this provision.

(2) If the contract is terminated under subsection (1), then the provisions of section 651e (3) sentences 1 and 2 and 651e (4) sentence 1 apply. Extra costs for return transport are to be borne by the parties one-half each. Apart from this, extra costs are borne by the traveller.

A-ROSA Flussschiff GmbH

Loggerweg 5 · 18055 Rostock · GERMANY

Information correct as at: 05/2015

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1. Conclusion of the travel contract / Travellers' obligations

1.1. The following provisions shall apply to all booking channels:

a) This offer is based on the cruise advertisement and the supplementary information provided by the tour operator for the respective cruise to the extent it is available to the customer at the time of booking.

b) The customer is responsible for all contractual obligations of the persons for whom he/she makes the booking as for his/her own to the extent he/she has assumed this obligation by making an express and separate declaration.

c) If the content of the booking acceptance declaration from the tour operator differs from the content of the booking, it shall be deemed a new offer from the tour operator that shall be binding for a period of 10 days. The contract shall be formed on the basis of this new offer if the customer declares his/her acceptance to the tour operator through an express declaration or a down payment within the period designated as binding.

d) If an optional booking is made, the planned cruise will be reserved for the duration of 3 working days. After this time, the option will automatically become a confirmed booking. Within this period, the customer may rebook the reservation to another cruise date or route or cancel the optional booking free of charge.

1.2. Bookings made orally, by phone, in writing, by e-mail or by fax are subject to the following provisions:

a) By making a booking (registering for travel) the customer offers the conclusion of the travel contract to the tour operator with binding effect.

b) The contract shall be formed when the booking confirmation (declaration of acceptance) of the tour operator is received. It does not require any particular form. Upon or immediately after the conclusion of the contract, the tour operator shall send the customer a confirmation of the cruise booking in written or electronic form.

1.3. With regard to e-commerce bookings (e.g. on the internet) the conclusion of contracts is subject to the following provisions:

a) The booking process is explained to the customer on the respective website.

b) The customer will have the option to correct his/her entries or delete or reset the entire online booking form, and the use of this option will be explained.

c) The website will list the languages of contract that are offered for making the online booking.

d) If the text of the contract is kept by the tour operator, the customer will be informed about this and about his/her option to access the text of the contract at a later time.

e) By clicking on "Book" (book with binding obligation to pay) the customer offers the tour operator the conclusion of the travel contract with binding effect.

f) The customer will receive an electronic confirmation stating that his/her booking (registration for travel) was received without undue delay (acknowledgement of receipt).

g) The fact that the booking (registration for travel) is transmitted by clicking on "Book" (book with binding obligation to pay) does not give rise to a claim by the customer that a travel contract will be formed according to his/her booking (registration for travel). The contract is formed by the customer receiving the booking confirmation of the tour operator which does not require a specific form and can be given by phone, e-mail, fax or in writing.

h) If the website confirms the booking immediately after the customer clicked on "Book" (book with binding obligation to pay) by displaying a respective immediate booking confirmation on the screen, the travel contract is formed when this booking confirmation is displayed and an interim notification regarding the receipt of his/her booking is not required. In this event, the customer will be offered the option to save and print the booking confirmation. However, the binding effect of the travel contract does not depend on the customer actually making use of these options to save or print it.

2. Payment

2.1. A-ROSA Flussschiff GmbH is only permitted to demand or accept payments for the travel price before the end of the cruise if a risk coverage certificate has been issued to the customer. After conclusion of the contract and issue of the risk coverage certificate, a part payment amounting to 25% of the travel price shall be due for payment. Depending on the method of payment selected by the customer, A-ROSA Flussschiff GmbH may charge a transaction fee for payments of the cruise fare in the amount of 1%, but for end customers this may not exceed € 30.00 per transaction payment. The guest will be informed of the amount of the transaction fee before and during the booking process.

The outstanding amount shall fall due 30 days before the start of the cruise insofar as the risk coverage certificate has been issued and the cruise can no longer be cancelled for the reasons set out in 5.2. When the part payment has been made, the full premium for an insurance policy brokered by A-ROSA Flussschiff GmbH shall fall due.

2.2. If the customer has not made the part payment and/or the outstanding payment by the agreed due dates, A-ROSA Flussschiff GmbH shall be entitled, after issuing a reminder and setting a final deadline, to cancel the travel contract and charge the customer cancellation costs as set out in 7.2 sentence 2 to 7.5.

2.3. After full payment for the cruise, but no earlier than three weeks before the start of the cruise, the customer will be issued with his travel documents.

3. Services and Prices

3.1. The scope of the services, which A-ROSA Flussschiff GmbH is obliged to perform, is set out in the contents of the booking confirmation in association with the catalogue or cruise description valid at the time of the cruise, subject to all the information and explanations contained therein, including any individual agreements.

3.2. Connecting journeys by train/coach/plane must be organised and booked by the customer himself. Upon request, A-ROSA Flussschiff GmbH is prepared to act as an agent for arranging such connecting journeys.

3.3. Any concessions arising from the age of the customer shall be based on the customer's age on the date of the start of the cruise.

4. Changes to Services and Prices

4.1. Deviations to substantial travel services concerning the agreed content of the travel contract which were not caused by the tour operator against good faith and which become necessary after the conclusion of the contract shall be permitted only if the changes are not of major significance and do not impair the overall nature of the cruise booked. Changes include, for example, transfer to a structurally identical ship belonging to the same shipping company, alterations to departure times and/or routes on river cruises as a result of unforeseeable high or low water levels (for safety or weather reasons), parts of the route being completely or partly cancelled or being covered by other means of transport, and in excursion programmes being cancelled or altered; in exceptional cases overnight stays in hotels may be necessary.

4.2. Any warranty claims shall remain unaffected insofar as the changed services are deficient. A-ROSA Flussschiff GmbH is obliged to inform the customer about substantial changes to services without delay after having received knowledge of the reason for the change. In the event of a substantial change to an integral travel service, the customer shall be entitled to cancel the travel contract without charge or to demand participation in a cruise of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a cruise without additional charge from among those it has on offer. The customer must contact A-ROSA Flussschiff GmbH to assert these rights without delay after A-ROSA Flussschiff GmbH has provided information about the change to the travel service or the cancellation of the cruise.

4.3. If the carriage costs, in particular fuel costs, increase in relation to those which existed at the time of the conclusion of the travel contract, A-ROSA Flussschiff GmbH will increase the price of the cruise in accordance with the following calculation:

a) In the case of an increase relating to an individual seat, A-ROSA Flussschiff GmbH may demand an increased amount from the customer.

b) In other cases, the additional amount demanded by the transport company per means of transport will be divided by the number of seats on the agreed means of transport.

A-ROSA Flussschiff GmbH may demand from the customer the increased amount for an individual seat calculated in this way.

4.4. If charges such as port or airport fees which existed at the time the contract was concluded are increased to the detriment of A-ROSA Flussschiff GmbH, the price of the cruise may be increased by a corresponding proportional amount.

4.5. Such increases shall only be permissible insofar as the period between the conclusion of the contract and the agreed date of the cruise is longer than four months and the circumstances leading to the increase had not occurred before the contract was concluded and were unforeseeable for A-ROSA Flussschiff GmbH at the time the contract was concluded. In the event of a later change to the price of the cruise, the tour operator must inform the traveller without delay. Price increases after the 20th day before the start of the cruise shall be invalid.

If the price increases by more than 5 %, the traveller shall have the right to cancel the contract without charge or demand participation in a cruise of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a cruise without additional charge from among those it has on offer. After being informed by A-ROSA Flussschiff GmbH about the price increase, the customer shall be obliged to assert this right without delay.

5. Cancellation by A-ROSA Flussschiff GmbH and cancellation of the contract owing to the minimum number of participants not being reached

5.1. A-ROSA Flussschiff GmbH may cancel the travel contract without notice if, despite warnings from A-ROSA Flussschiff GmbH, the traveller continually causes disturbances or behaves in violation of the contract to such a degree that the immediate cancellation of the contract is justified.

If A-ROSA Flussschiff GmbH cancels the contract, it retains its claim to the travel price; it must, however, take into account the value of any savings in expenses as well as any benefits that may accrue through alternative utilisation of services not utilised by the person concerned, including any amounts refunded by the respective service providers. In these cases, the staff employed by A-ROSA Flussschiff GmbH and the ship's crew are explicitly authorised to protect the interests of A-ROSA Flussschiff GmbH.

5.2. If the minimum number of participants (110 persons) specified in the cruise offer is not reached, A-ROSA Flussschiff GmbH may cancel the travel contract up to 35 days prior to the starting date of the cruise. A-ROSA Flussschiff GmbH is obliged to inform the traveller that the precondition for the cancellation of the cruise has been met as soon as this situation arises and to send him the cancellation declaration without delay. If the cruise does not take place for this reason, any payments made by the customer towards the cost of the cruise will be refunded without delay.

6. Baggage and animals on board vessels operated by A-ROSA Flussschiff GmbH

Baggage must contain only items for passengers' personal use. In particular, travellers are not permitted to bring drugs, weapons, ammunition or explosive/flammable substances onto the riverboats. In accordance with international agreements, any drug offences will be reported to the local authorities. Animals are not permitted to be taken on board A-ROSA riverboats.

7. Cancellation by the customer before the start of the cruise / cancellation costs

7.1. The customer may cancel the cruise at any time before departure. The cancellation shall be declared to the tour operator. The customer is urgently recommended, in his own interests and for purposes of furnishing proof, to make any cancellation declaration in writing.

7.2. If the customer cancels before the start of the cruise or does not begin the cruise, A-ROSA Flussschiff GmbH loses its claim to the travel price. In lieu of this, A-ROSA Flussschiff GmbH may, insofar as the cancellation is not its responsibility or the result of force majeure, demand reasonable compensation for the travel preparations effected and for expenses incurred up to the date of the cancellation in proportion to the respective travel price. In the event of cancellation by the customer, a percentage rate of compensation for travel preparations effected and expenses incurred shall become payable, the amount of which depends on the date when the cancellation declaration is received. We therefore recommend that any cancellation declaration be made in writing.

The percentage rate of compensation is calculated as follows:

a) Standard rate: A-ROSA Premium all-inclusive rates

- up to 31 days before departure 25 %
- 30 days or less before departure 40 %
- 24 days or less before departure 50 %
- 17 days or less before departure 60 %
- 10 days or less before departure 80 %
- 3 days before departure until the day of departure or cancellation on the day of arrival or no-show 90 %

b) Special rate: A-ROSA Classic prices

- up to 31 days before departure 35 %
- 30 days or less before departure 50 %
- 24 days or less before departure 60 %
- 17 days or less before departure 75 %
- 10 days or less before departure 85 %
- 3 days before departure until the day of departure or no-show 90 %

c) For additional themed packages with a separate booking code, such as wellness packages, and also for arrival and departure arrangements and extended stays in hotels, the standard rate shall apply (7.2.a.).

7.3. Up to the commencement of the cruise the traveller may demand that a third person enter into the rights and obligations arising from the travel contract in his place.

A-ROSA Flussschiff GmbH may refuse to accept substitution by the third party if he or she does not satisfy the specific travel requirements or if statutory provisions or administrative orders stand in the way of his or her participation. If a third party enters into the contract, that person and the traveller shall be jointly and severally liable to A-ROSA Flussschiff GmbH in respect of the travel price and any additional costs arising from such substitution. For the substitution of a passenger A-ROSA Flussschiff GmbH will charge an additional fee of € 50.00 per person for the cruise only. Costs arising from the substitution in respect of any additional services that may have been booked (flights etc) will be charged in full to the person making the booking.

7.4. A-ROSA Flussschiff GmbH reserves the right to demand higher, individually calculated compensation in place of the above standard rates insofar as A-ROSA Flussschiff GmbH can prove that it has incurred significantly higher expenses than the applicable standard rate. In this case A-ROSA Flussschiff GmbH is obliged to specifically quantify and prove the amount of compensation demanded, taking into account the expenses saved and the possible alternative utilization of the travel services.

7.5. In either case the customer is at liberty to prove to

A-ROSA Flussschiff GmbH that it has incurred no loss or a significantly lower loss than the standard rate charged.

8. Changes to bookings

After conclusion of the contract, the customer does not have any entitlement to changes in respect of the date of the cruise, the destination, the place of departure, the accommodation or the means of transport (changes to bookings). If any changes to the booking are nevertheless made at the request of the customer, A-ROSA Flussschiff GmbH is entitled to make a charge per traveller for changes to the bookings within the periods set out below. This charge is as follows:

8.1. Changes to bookings up to 30 days before departure For changes to bookings up to 30 days before the start of the cruise, the following shall apply:

a) Bookings in the price category A-ROSA Premium all-inclusive: first change in booking per person free of charge, for each additional change € 25.00 per person if the change to the booking is made within A-ROSA Premium all-inclusive and it is a firm booking.

For changes of bookings from A-ROSA Premium all-inclusive to A-ROSA Classic, the charge is € 150.00 per person.

b) Bookings in the price category A-ROSA Classic: € 200.00 per person if the change to the booking is made within A-ROSA Classic and it is a firm booking.

c) Flight-inclusive bookings: For changes to flight-inclusive bookings the charge specified in 8.1. a)–c) will be increased by € 80.00 per person.

8.2. Changes to bookings less than 30 days before the start of the cruise

Any desired changes to the bookings by the client which are requested 29 or fewer days before departure can be made, to the extent that they are possible at all, only after the customer has withdrawn from the travel contract under the existing conditions and simultaneously made a new booking. This shall not apply to changes to bookings that give rise to only minor costs.

8.3. Standard charges for administration, cancellation and changes to bookings fall due immediately.

9. Unused services

If the traveller does not utilise certain travel services that have been offered in the proper way owing to reasons which are his own responsibility (e.g. his leaving the cruise prematurely or other compelling reasons), he shall not be entitled to claim a refund of a proportional amount of the travel price. A-ROSA Flussschiff GmbH will seek to obtain a refund of the expenses saved by the service provider. This obligation shall not apply if the services in question are of negligible significance.

10. The traveller's obligation to provide assistance

10.1. Travel documents

The customer must inform A-ROSA Flussschiff GmbH if he does not receive the necessary travel documents (e.g. flight tickets, hotel vouchers) within the period of time set by A-ROSA Flussschiff GmbH.

10.2 Notification of impaired performance

If the cruise is not executed in compliance with the contract, the traveller may demand redress. If the traveller culpably fails to notify A-ROSA Flussschiff GmbH of any deficiencies, the travel price will not be reduced. This shall only not apply if such notification evidently has no prospect of success or is not feasible for other reasons. The traveller is obliged to notify the tour guide on site about the deficiency without delay. If there is no tour guide at the holiday destination, any deficiencies in the cruise must be reported to A-ROSA Flussschiff GmbH at its headquarters. The information on how the tour guide and/or A-ROSA Flussschiff GmbH can be contacted will be given in the specification of services provided or, at the latest, along with his travel documents. The tour guide is authorised to take steps to remedy the situation, if possible. However, he or she is not authorised to recognise the customer's claims.

10.3. Notification period prior to cancellation

If the customer/traveller wishes to cancel the travel contract owing to a deficiency of the type set out in Section 615c of the German Civil Code (BGB) pursuant to Section 615e BGB or for an important reason evident to A-ROSA Flussschiff GmbH on account of unacceptability, he must allow A-ROSA Flussschiff GmbH a reasonable time period for taking remedial action. This shall only not apply if remedial action is impossible or A-ROSA Flussschiff GmbH refuses to take such action or if the immediate cancellation of the contract is justified in view of a special interest of the customer/ traveller that is evident to A-ROSA Flussschiff GmbH.

10.4. Damage to and late arrival of baggage

In the event of damage to or late delivery of baggage from flights, A-ROSA Flussschiff GmbH urgently recommends that the customer notify the relevant airline immediately at the airport by submitting a Property Irregularity Report (P. I. R.). Airlines generally refuse to make refunds if such a P.I.R. has not been submitted. Where baggage has been damaged, the P.I.R. must be submitted within seven days after receipt of the baggage and in the case of late arrival within 21 days. In addition, the loss, damage or misdirection of baggage must be reported to the tour guide or the local representative of A-ROSA Flussschiff GmbH.

11. Limitation of liability

11.1. The contractual liability of A-ROSA Flussschiff GmbH for loss or damage, that does not result in bodily injury, loss of life or injury to health, is limited to three times the amount of the travel price,

a) to the extent that the loss or damage incurred by the traveller is attributable neither to wilful conduct nor to gross negligence, or

b) to the extent that A-ROSA Flussschiff GmbH is responsible for the loss or damage incurred by the traveller only through the fault of a service provider. Any claims above this amount under the Montreal Convention and accordingly the Aviation Act shall not be affected by this limitation.

11.2. A-ROSA Flussschiff GmbH is not liable for impairments of performance, personal injury or property damage in connection with services for which it has merely acted as an agent (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to the place of departure and destination) if these services are explicitly specified in the cruise advertisement and the booking confirmation as external services, citing the contractual partner, in such a way that the traveller has been clearly informed that these services are not within the scope of the services provided by A-ROSA Flussschiff GmbH. However, A-ROSA Flussschiff GmbH is liable

a) for services which include transportation of the traveller from the specified place of departure to the specified destination, interim transportation during the cruise and accommodation during the cruise, or

b) if and to the extent that the loss or damage incurred by the traveller is attributable to A-ROSA Flussschiff GmbH's violation of its obligations in respect of information, explanation or organisation.

11.3. Insofar as A-ROSA Flussschiff GmbH is the contractual or performing carrier as regards the cruise, or is deemed to be such in accordance with statutory provisions, A-ROSA Flussschiff GmbH is liable in the case of compensation claims for personal injury or damage to baggage under specific statutory regulations (in particular the German Commercial Code [HGB] and the appendix to Section 664 HGB and the Inland Navigation Act).

12. Assertion of claims: Addressee, time limit, statute of limitations

12.1. Claims under Sections 651c to f BGB must be filed by the customer within one month after the contractually agreed cruise completion date.

12.2. The time limit starts with the first day after the contractually agreed cruise completion date. In case the last day of the time limit is going to be a Saturday, Sunday or a public holiday, the time limit will be extended to the next official business day.

12.3. Claims against A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany may only be filed within the said time period.

12.4. After the expiry of this period, the customer/traveller may only file claims if he has been prevented from adhering to the time limit by circumstances that were beyond his control.

12.5. The time limit in 12.1 also applies to the notification of damage to baggage or delays in delivering baggage in connection with flights as set out in 10.4. if warranty rights arising from Section 651 c subsection 3, 651 d, 651 e subsections 3 and 4 of the German Civil Code are claimed. Claims for damages must be reported within 7 days in case of damaged baggage. Claims for damages due to late arrival of the baggage must be made within 21 days after delivery.

13. Passport, Visa and Health regulations

13.1 Every traveller on A-ROSA river cruise liners must carry a valid identity card. All children (from the time of their birth) must have their own travel document for travel abroad (see Entry Regulations on page 36).

13.2. The tour operator will inform nationals of Member States of the European Community in which the cruise is offered about the relevant passport, visa and health regulations before the contract is concluded and about any changes to these regulations before departure.

For nationals of other states the appropriate consulate will provide information.

In providing this information, it is assumed that there are no peculiarities relating to the person of the customer and any fellow travellers (e.g. dual citizenship, statelessness).

13.3. A-ROSA Flussschiff GmbH will inform the customer about any changes to the regulations set out in the cruise description before the contract is concluded.

13.4. The customer is responsible for obtaining and carrying the officially required travel documents, for any necessary vaccinations and for adherence to customs and foreign currency regulations. Any disadvantages which arise as a result of non-adherence to these regulations, e.g. the payment of cancellation costs, will be charged to the customer. This does not apply if the tour operator failed to provide information or the information provided was insufficient or incorrect.

13.5. A-ROSA Flussschiff GmbH is not liable for the timely issue and delivery of any necessary visas by the respective diplomatic mission if the customer has requested the tour operator to obtain such visas unless it has culpably violated its own obligations.

14. Statute of limitations

14.1. Customers'/travellers' claims under Sections 651c to f BGB on account of damage to life, body or health which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH shall be statute-barred after two years.

This also applies to claims for compensation in respect of other loss or damage which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH.

14.2. All other claims under Sections 651c to f BGB shall be statute-barred after one year.

14.3. The limitation period in 14.1. and 14.2. begins on the day following the contractually agreed cruise conclusion date. In case the last day of the limitation period is going to be a Saturday, Sunday or a public holiday, the time limit will be extended to the next official business day.

14.4. If legal proceedings are pending between the customer/traveller and A-ROSA Flussschiff GmbH concerning the claim or the circumstances on which the claim is based, the limitation period shall be suspended until the customer/traveller or A-ROSA Flussschiff GmbH refuses to continue the proceedings. The limitation period begins no earlier than three months after the end of the suspension.

15. Duty to provide information about the identity of the performing airline

The EU directive concerning the information of flight passengers about the identity of the performing airline obliges A-ROSA Flussschiff GmbH to inform the customer at the time of booking about the identity of the performing airlines with regard to all flight services in connection with the cruise booked. If the performing airline has not been decided upon at the time of booking, A-ROSA Flussschiff GmbH is obliged to inform the customer about the airline or airlines which will probably perform the flight. As soon as

A-ROSA Flussschiff GmbH knows which airline will perform the flight, it must inform the customer. If the airline that the customer has been told will perform the flight changes,

A-ROSA Flussschiff GmbH must inform the customer about this change. It must immediately take all reasonable steps to ensure that the customer is informed as quickly as possible about the change. The list of airlines banned within the EU ("Black List") can be viewed at the following internet page: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm.

Notice regarding the termination due to force majeure

For cancellation of the travel contract we relegate to the legal provision in the German Civil Code, which reads as follows:

"§ 651j:

(1) If the travel package is substantially obstructed, jeopardised or impaired as the result of force majeure not foreseeable when the contract was entered into, then both the travel organiser and the traveller may terminate the contract merely under this provision.

(2) If the contract is terminated under subsection (1), then the provisions of section 651e (3) sentences 1 and 2 and 651e (4) sentence 1 apply. Extra costs for return transport are to be borne by the parties one-half each. Apart from this, extra costs are borne by the traveller.

A-ROSA Flussschiff GmbH

Loggerweg 5 · 18055 Rostock · GERMANY

Information correct as of 04/2016